



TRICARE
MANAGEMENT ACTIVITY
PDR

**OFFICE OF THE ASSISTANT SECRETARY OF DEFENSE
HEALTH AFFAIRS**

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**THE DIRECTOR, OCHAMPUS, HAS AUTHORIZED THE FOLLOWING CHANGE(S) TO OCHAMPUS
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PAGE CHANGE(S): **PART ONE:** Chapter 4
 PART TWO: Chapter 20
 PART THREE: Chapter 5

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SUMMARY OF CHANGE(S): THIS CHANGE REVISES THE MEDICARE SUBVENTION
DEMONSTRATION PROGRAM. THIS CHANGE IS ISSUED IN CONJUNCTION WITH ADP MANUAL
CHANGE 69.

EFFECTIVE DATE AND IMPLEMENTATION: UPON DIRECTION OF THE CONTRACTING OFFICER.


Sheila H. Sparkman
Director, Program Development and Evaluation

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Financial Administration - Not-At-Risk Funds

I. GENERAL

A. General

The provisions of this chapter apply to funds for which a claims processor is not-at-risk. The identification of specific contractual responsibilities on the basis of at-risk vs. not-at-risk funding will be specified in the claims processor's contract, and that contractual definition and delineation of funding responsibilities will take precedence over the delineation described in the following sentence. In general, activities financed using not-at-risk funds include care rendered in the region to beneficiaries who do not reside in the region; care rendered prior to the start of health care delivery, payments for Medicare-Pharmacy claims, *payments for the Continued Health Care Benefit Program (CHCBP) and payments for the TRICARE Senior Prime Program (TSP).*

B. Financial Management and Fiscal Integrity Functions For Funds Which Are Not-At-Risk

1. Functions

Contractor financial management and fiscal integrity functions required **for funds which are not-at-risk** include, but are not limited to the following:

a. Program Funds

Receiving, disbursing, adjusting, and accounting for Program funds in making payments to eligible beneficiaries and providers within the jurisdiction of the contractor. Payment reporting requirements of *TRICARE* will be fully met. Payment adjustments and HCSR edit corrections will be completed in a timely manner as defined in the contractor's MCS contract.

b. Fidelity Bond

Obtaining a fidelity bond insuring against criminal conduct and fraud by the contractor employees.

c. Receivables

Recording, controlling, collecting, and reporting to *TMA* all amounts owed to *TMA* by providers, beneficiaries, or sponsors.

d. Recoupment

Recouping monies owed to *TMA* by providers, beneficiaries, or parents of minor beneficiaries directly or through either manual or automated offset procedures.

e. Deposit Refunds

Deposit all refund checks (or monies) sent to the *TMA* address in the *TRICARE* not-at risk account on the same day funds are received. Where same day deposit is not cost-effective or is impractical, next day deposit of monies must be achieved. Unidentifiable funds mailed to the *TMA* address will be considered to be a *TRICARE* not-at-risk refund until any doubt is resolved. For any check received with insufficient data to identify the applicable claim, a copy of the check shall be returned to the sender requesting

additional data to be submitted within 35 days. The contractor shall perform necessary research to insure that credit adjustment of the original claim is processed within the adjustment standards set forth in OPM Part Two, Chapter 5. Those refunds determined not to be *TRICARE*'s will be transferred to the proper line of business or a check written to the proper payee. Unidentified refunds sent to the *TMA* address shall be forwarded to *TMA* monthly; see Section IX. of this chapter.

f. Refund Log

Maintaining a log for all returned *TRICARE* funds, including returned *TRICARE* checks, beneficiary and provider checks, and unidentified checks sent to the *TMA* address. This log will be the basis for analyzing checks and will include the source, the dollar amount, and the reason for their return. This information shall be reviewed at least every six (6) months to detect and correct any flaws in the claims processing procedures.

g. Review Refunds

Conducting, on a monthly basis, a review of returned funds on hand to ensure timely processing to *TMA*. Quarterly, refunds of ten dollars (\$10) or less will be forwarded to *TMA*. Identifiable refunds in excess of ten dollars will be included in the payment run following completion of the adjustment, reducing the total.

h. Check Security

Securing all blank checks in a limited access vault under the control of the appropriate accounting manager (not in the ADP area) and maintaining an accurate inventory control system. Any excess check stock after the final check run for the fiscal year will be destroyed promptly to prevent use during the subsequent fiscal year.

i. Payment Preauthorization

Establishing procedures for the review and authorization of payment for all claims exceeding a predetermined dollar amount. This authorization will be consistent with the contractor's private business standards.

j. Edits

Establishing edits and balancing checks within the system to ensure accuracy of disbursements before checks are written.

2. Corporate Internal Review

It is corporate internal review's responsibility to make certain that accounting data are correct and reliable for interpretation into policy-forming functions of management. The following are minimum requirements: The contractor corporate internal review staff must conduct regular, routine audits to ensure proper monitoring in areas of finance, financial accounting, internal controls, special checks issued and returned, and selected history maintenance transactions for possible fraud and abuse review. This must be done on at least a yearly basis. For routine audits, the contractor is responsible, with *TMA* approval, for determining the factors that will be included in each individual audit and the time frames in which those audits will occur. The audit function may be subcontracted to a CPA firm. A copy of each audit of the accounting system will be sent to the Chief, Resource Management Division, *TMA*, and a copy to the Chief, Office of Program Integrity,

Financial Administration - Not-At-Risk Funds

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TMA, at the same time it is released to contractor management. The audit will be considered as an alternative Internal Management Control Review for the accounting function.

3. Fiscal Integrity

The contractor shall employ sound management practices in administering TMA-funded activities. As a minimum this shall include:

- a. Preparing monthly bank reconciliation statements.
- b. Maintaining a monthly stale-dating reconciliation report. All checks outstanding 120 days after issuance shall be stale-dated and the funds returned to TMA.
- c. Preparing a monthly "Analysis of TRICARE Bank Account" report indicating balance of funds over/under outstanding check balance.
- d. Requiring that cashiers in a functionally independent accounting unit receive, control, and account for all returned TMA funds (beneficiary, provider, and TRICARE checks). Checks shall be sent directly from the mailroom to the cashier. A copy of the check with any pertinent data attached may then be sent to the claims area for research. Under no circumstance is the TRICARE claims area to have a TRICARE check in its possession. All returned checks are to be controlled and safeguarded by the functionally independent accounting unit.

C. Fiscal Controls

1. Health Care Service Records-Timeliness

- a. All initial submission vouchers shall be received at TMA within the timeliness standards of the contractor contract.
- b. All unprocessable vouchers having HCSRs edit errors (including, but not limited to, out-of-balance conditions, data checks, and invalid header record information) shall be corrected by the contractor and resubmitted for receipt at TMA within standards prescribed in the MCS contract.
- c. All vouchers having HCSRs (initial submissions, resubmissions, and adjustment/cancellation submissions) which fail the TMA edit system shall be corrected and resubmitted to TMA within the timeliness standards prescribed in the MCS contract. The resubmissions data shall contain all HCSRs rejected on the voucher in the previous submission.

D. Contractor Accountability

1. TRICARE Financial and Accounting Operations Manual

The contractor shall develop, implement, and maintain a TRICARE Financial and Accounting Operations Manual. As a minimum, it shall include the following:

a. Organization Chart

A current plan of organization to provide segregation of duties appropriate for proper safeguarding of TRICARE resources. The contractor shall be

organized so that accounting and claims processing are functionally separate and distinct. In no case shall those who adjudicate claims be authorized to, or be capable of, issuing checks.

b. Job Descriptions

A current, detailed, narrative description for each position.

c. Desk Procedures

An established system of practices to be followed in performance of duties and functions. These procedures shall be updated whenever changes are made.

2. Accounting System

The contractor shall employ sound management practices in administering TMA-funded activities. As a minimum, this shall include:

a. Requiring that corporate accounting or an otherwise functionally independent accounting unit be responsible for all TRICARE financial and accounting functions.

b. Maintaining a formal accounting system for TRICARE funds.

c. Reconciling all TRICARE accounting records monthly.

d. Submitting a monthly TRICARE financial report to top corporate management.

E. Processing Controls

Proper controls shall be included in the MCS contractor's processing system. At a minimum, the following basic controls are required:

1. Separation of Functions

Different individuals shall be responsible for handling each of the major claims operations, especially the process for approving adjustment and other "special" or manual payments. The authorization function shall always be separate from the disbursement function. The capability shall exist to process any claim on a priority basis, including the manual issuance of checks. Authority for preparation and signature of such checks shall be limited to specifically identified personnel with strict control maintained.

2. Special Checks

Special checks shall be clearly identifiable as such. Control of these checks shall be maintained. Blank checks shall be secured in locked cabinets at any time they are not being used. The number of checks available for manual completion shall be balanced against the number actually used, and appropriate action shall be taken to stop payment and to investigate lost or stolen checks.

3. Record Association

A special check may be issued in delayed or problem cases. The beneficiary or provider, under these circumstances, may submit a follow-up or duplicate claim. To prevent the subsequent payment of a duplicate claim, special payment

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I.E.3.

information shall be recorded in the claims history file within five (5) workdays of special check issuance (See Section V.C.)

4. Returned or Refund (Repayment) Checks

Returned or refund (repayment) checks (e.g., TRICARE beneficiary, and provider) shall be logged into the MCS contractor's operation in the accounting functional area, with determination of the final disposition of the returned or refund (including installment repayments) check made in the claims processing functional area.

5. Investigation of Nonreceipt

All allegations of nonreceipt shall be investigated, with particular attention given to allegations of nonreceipt of special checks. Nonreceipt is an indication that an irregularity may have occurred. The reason for any returned special check or Explanation of Benefits (EOB) shall be investigated promptly (OPM Part Two, Chapter 7).

6. Benefit Check File

As part of their records retention program, the MCS contractor shall establish files for the retention of paid checks which cover amounts paid to beneficiaries and providers under TRICARE. Also to be included are cancelled or voided checks resulting from nonreceipt, loss, theft, or nondelivery where the beneficiary cannot be reached. Microform records are acceptable. (See the OPM Part One, Chapter 2, for microcopy requirements.) These records are to be maintained until the contract is completed and the final (close out) modification is processed.

F. Continued Health Care Benefit Program (CHCBP)

The CHCBP was established by section 4408 of the National Defense Authorization Act for FY 1993 (OPM Part Two, Chapter 16, Section II.). Although it is not part of TRICARE, the TRICARE contractors will process all CHCBP claims. The contractors are to use the same fiscal procedures, fiscal controls, and data reporting as required for TRICARE not-at-risk claims and funds, except that separate voucher submissions are required for the CHCBP.

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Demonstrations

N. Medicare Subvention Demonstration Project (The TRICARE Senior Prime Program)

1. Purpose

a. The Department of Defense (DoD) has entered into an agreement with the Health Care Financing Administration (HCFA) for a three-year demonstration project to run from January 1, 1998 through December 31, 2000, under which Medicare will reimburse DoD for care provided to Medicare-eligible beneficiaries of the Military Health System (MHS). As part of this agreement, selected Military Treatment Facilities (MTFs) with support from the Managed Care Support (MCS) Contractor, integrated by their Lead Agent, will operate as Medicare At-risk Health Maintenance Organizations (HMOs), offering enrollment into TRICARE Prime to dually-eligible beneficiaries (beneficiaries who are eligible for care in the MTF and who are also eligible for Medicare). TRICARE Prime for dually-eligible beneficiaries shall be known as the TRICARE Senior Prime option. The goal of this demonstration is to test a cost-effective alternative for delivering accessible and quality care to dually-eligible beneficiaries that would not increase the total federal cost for either agency. The sites selected for this demonstration are identified in Figure 2-20-N-1, with the key dates in Figure 2-20-N-2.

b. Enrollees will select a primary care manager (PCM) in the participating MTF. The MTFs will rely on the Managed Care Support Contractor for support in the following areas (as further defined in this modification):

- (1) Health Care Finder (referral for services not available in the MTF),
- (2) Health Care Services (specialty and Medicare covered services not available in the MTF),
- (3) Eligibility and Enrollment,
- (4) Utilization Management (to include case management and discharge planning),
- (5) Claims Processing,
- (6) Reporting Requirements,
- (7) Marketing,
- (8) Beneficiary Services, and
- (9) Medical Peer Review.

c. The contractor shall also support the MTF in becoming qualified as a Medicare HMO and in preparing for and participating in the HCFA qualification site visit. At a minimum, the contractor shall perform at least two (2) site visits with each participating MTF (one prior to the HCFA qualification site visit and one during the HCFA qualification site visit) wherein the contractor provides expert advice and assistance in Medicare managed care qualifications and operations. Assistance shall include up to 1,000 hours of consultation for each site, as needed, except for the combined site in Region 6, which shall be up to 2,000

hours of consultation shared by participating Region 6 MTFs. Consultative services shall commence not later than thirty (30) calendar days after the effective date of this contract modification.

2. Interface with Lead Agent/MTF

The contractor shall meet with the Lead Agent and MTF to modify the existing memorandum of understanding (MOU) with the Lead Agent/MTF as appropriate to facilitate the requirements of this section. The MOU shall be executed two weeks prior to the qualification site visit. The contractor, Lead Agents, and MTFs shall use this vehicle to reach agreement adding specificity to requirements for marketing, program identification cards, provider training, utilization management reporting, and other such support as provided for in this section. The contractor shall submit the modification to the MOU in its proposal responding to the requirements in this section. The contractor, in concert with the Lead Agent, shall develop all letters and notices that are required to be sent to applicants, enrollees, and providers.

NOTE:

Usual MOU procedures will apply for requirements contained in the contract. Tasks/requirements outside the provisions of the contract will be ordered by the Contracting Officer through issuance of a contract modification.

3. Marketing

a. The contractor shall begin marketing activities two months prior to the start of health care delivery. However, the contractor shall issue public announcements of the advent of the TRICARE Senior Prime option at least fifteen (15) days prior to the beginning of marketing to include flyers and local installation newspaper articles, to ensure beneficiaries have knowledge of the program and the scheduled educational meetings. Public announcements shall include, at a minimum, publication in local newspapers to cover the entire catchment area and shall be of sufficient presence to attract the attention of potential enrollees. In addition to any other proposed marketing program, the contractor shall advertise at a minimum, a prominent, strategically placed ad in the local newspapers on the Sunday prior to the start of marketing. The specific times, frequency, size, and locations shall be included in the MOU. Using the layouts provided by TMA for the newspaper ads, the contractor shall add local information regarding times, dates, and locations of educational meetings.

b. The enrollment form and marketing materials will be developed and printed centrally by DoD and will include: TRICARE Senior Prime posters, informational brochure, the enrollment form, the TRICARE Senior Prime Coverage agreement, and the design for the cover of the network provider directory. The point of contact for replenishing, correcting, and updating these marketing materials is the DoD TMA, Office of Communications and Customer Service. The contractor shall incorporate site-specific information into the generic materials provided. Using the cover design provided, the contractor shall develop, print, and provide to each enrollee (and others upon request) a TRICARE Senior Prime Network Provider Directory that identifies all MTF and civilian network providers to whom an enrollee may be referred, including any provider added to the network specifically to support this demonstration, e.g., home health care agencies, skilled nursing facilities, etc. The contractor shall update the provider directory in accordance with current contract requirements. The contractor shall also provide to TRICARE Senior Prime enrollees all brochures and information available to other TRICARE Prime enrollees on the National Mail Order Pharmacy Benefit. Any